

noteholders, Raj Singh and the Stalking Horse Purchasers (as defined in the Third Report) and Nesco Inc., no one appearing for any other person on the service list;

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record be and is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the activities of the Monitor as described in the Third Report are hereby approved.
3. **THIS COURT ORDERS** that the Auction Rules and Procedures (“Auction Rules”) attached as Exhibit “E” to the Third Report are hereby amended by deleting the phrase, “provided, however, that the Monitor may require an increase to the cash component of the purchase price in the event that a shortfall would occur in payment of any indebtedness otherwise entitled to a distribution from the proceeds of sale” from paragraphs 9 and 10 of the Auction Rules.
4. **THIS COURT ORDERS** that paragraph 5 of the Auction Rules is hereby amended by replacing the phrase, “after a period of 15 minutes” with the phrase, “after a period of 30 minutes or such other period of time as the Monitor may determine in its sole discretion”.
5. **THIS COURT AUTHORIZES AND APPROVES** the terms of the agreement between Zylog, the Stalking Horse Purchasers and Raj Singh attached hereto as Schedule “A” (the “Extension Agreement”).
6. **THIS COURT ORDERS** that, in accordance with the Extension Agreement, the definition of “Closing Date” contained in the Stalking Horse APA (as defined in the Third Report) approved by Order of this Honourable Court dated December 11, 2009 is hereby amended by replacing the phrase, “means February 5, 2010” with the phrase, “means February 17, 2010”.
7. **THIS COURT ORDERS** that, in accordance with the Extension Agreement, the Summary Timeline of Important Dates forming part of the bidding procedures (“Bid Process”) approved by and attached as Schedule “A” to the Order of this Honourable

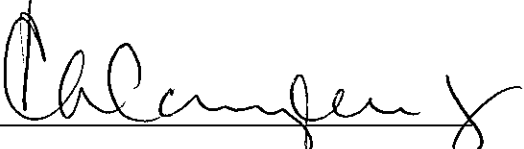
Court dated December 11, 2009 is hereby amended by replacing the reference to February 5, 2010 as the date for "Transaction Close if sale" with February 17, 2010.

8. **THIS COURT ORDERS** that the secured subordinated promissory notes issued by Brainhunter Inc. (each a "Note" and together, the "Notes") which are subject to the Lock Up Agreement (as defined in the Horn Affidavit) shall be considered to represent "all indebtedness held by a particular class of creditors" for the purpose of the Auction Rules and in particular paragraph 9 thereof. Accordingly, the Monitor shall accept the tender of a Note and collectively the Notes as the equivalent of tendering the like amount of cash and ascribe the full face value to any Note tendered by Zylog in partial satisfaction of the purchase price under any offer it may make at the Auction.
9. **THIS COURT ORDERS** that in the event that the Stalking Horse APA or any revised bid submitted by the Stalking Horse Purchasers at the Auction ("Revised Bid") becomes the Back-Up Bid (as defined in the Bid Process), then the Applicants and the Stalking Horse Purchasers may agree to extend the closing date under the Stalking Horse APA or any Revised Bid beyond February 25, 2010, provided any such extension is approved by the Monitor and agreed to by The Toronto-Dominion Bank and Roynat Capital Inc., each in its sole and unfettered discretion. If any of these parties does not approve or agree to so extend the closing date, then the closing date under the Stalking Horse APA or any Revised Bid shall occur no later than February 25, 2010. Without limiting the foregoing, there is no requirement or obligation upon TD Bank in its capacity as DIP Lender to extend the maturity date beyond February 28, 2010 under the DIP Term Sheet approved pursuant to the First Amended and Restated Initial Order in this proceeding dated December 2, 2009.
10. **THIS COURT ORDERS** that the costs of the Monitor in preparation of this motion and of these proceedings, up to and including the hearing of this motion and the entry of this Order (including applicable goods and services tax), be paid to the Monitor from the estate herein.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 25 2010

PER / PAR:  Joanne Nicoara
Registrar, Superior Court of Justice



SCHEDULE "A"**Agreement among Zylog, Talentpoint Inc., 2223945 Ontario Limited,
2223947 Ontario Limited, 2223956 Ontario Limited and Raj Singh**

1. Whereas Zylog has requested that:
 - a. The Stalking Horse Purchasers and Raj Singh ("Singh") agree to extend the Closing Date under the APA to February 17, 2010; and
 - b. Raj Singh and his sister Pratima Kalicharran ("Kalicharran") agree to release all of their rights with respect to further repayment of indebtedness secured by their Notes and all obligations of the Applicants (including their subsidiaries and affiliates) in respect of the Notes and any ancillary agreements, if any, relating to the Notes.
2. And whereas the Stalking Horse Purchasers and Singh have agreed to the foregoing on the conditions described below.
3. It is hereby agreed among Zylog, the Stalking Horse Purchasers and Singh that:
 - a. The Stalking Horse Purchasers hereby agree to the extension of the Closing Date under the APA to February 17, 2010. Zylog will not seek any further extensions and none will be given;
 - b. Zylog shall immediately (and prior to participating in the Auction) pay \$300,000.00 to Lenczner Slaght Royce Smith Griffin LLP in trust, by wire transfer. If Zylog's bid remains the Superior Bid at the conclusion of the Bid Process, these funds will be released from trust and immediately paid to Singh or as he may direct on January 25, 2010;
 - c. If Zylog's bid remains the Superior Bid at the conclusion of the Bid Process and it closes the transaction, then Singh and Pratima Kalicharran will tender their Notes (the "Singh Notes") for cancellation; in return, all loans payable to any of the Applicants (including their subsidiaries and affiliates) will be forgiven. Zylog shall provide to Singh and Kalicharran a full and final release in a form acceptable to them with respect to any debt obligations or other receivables owing to the Applicants (including their subsidiaries and affiliates) by, through or on behalf of Singh and/or Kalicharran. Singh and Kalicharran will provide to Zylog a full and final release with respect to all of their rights in respect of the indebtedness secured by the Singh Notes and any ancillary agreements relating thereto (if any). The form of releases shall be agreed to by counsel, acting reasonably;

- d. For greater certainty, no further release shall be exchanged or provided among and between Zylog, Singh, and the Stalking Horse Purchasers;
- e. Zylog and the Stalking Horse Purchasers agree that for the purposes of the Auction Rules, the Singh Notes shall be considered cancelled; and
- f. Zylog will increase its deposit with respect to its bid to \$1,000,000.00.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BRAINHUNTER INC., BRAINHUNTER
CANADA INC., BRAINHUNTER (OTTAWA) INC., PROTEC EMPLOYMENT SERVICES LTD., TREKLOGIC INC.

Applicant(s)

Court File No.: 09-8482-00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

ORDER
(Monitor's Motion for Advice and Directions)

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Monitor of the Applicants.